

CONTINUATION SHEET TO SF1449

1. The following clauses require fill-ins by the offerors:
2. This solicitation is being issued as a 100% small business set-aside.
3. The points-of-contacts regarding this solicitation are listed below:

RENEE WRIGHT
Contract Specialist
Phone: (269)961-7103
E-MAIL: Renee.Wright@dla.mil
(FAX)(269)961-4474

or

VIRGINIA MAYHEW
Contracting Officer
Phone: (269)961-7130
E-MAIL: Virginia.Mayhew@dla.mil
(FAX)(269)961-4474

4. In compliance with the solicitation, the offeror agrees, if this offer is accepted within 60 calendar days from the date specified in the solicitation for receipt of offers, to furnish any or all point(s), within the time specified in the Bid Schedule.

**SECTION B-SERVICES SUPPLIES
BID SCHEDULE**

**BASE PERIOD (18 MONTHS)
(SCHEDULE 1)**

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL PRICE
0001	SCRAP RUBBER TRANSPORTATION & DISPOSAL for the following California Zones: DRMO Stockton, FRA Travis, Sierra and surrounding locations (See B.7 for locations)	415,000 lbs.		
0002	Solid Rubber Forklift Tires with Rims	100,000 lbs.		
0003	Ten (10) Day Expedited Removal for CLINs 0001 & 0002	1 each		

The Minimum quantity for the Base Period is 50,000 pounds.

The Maximum quantity for the Base Period is 830,000 pounds.

Base Period Subtotal: \$ _____

Maximums and Minimums does not apply to Expedite CLIN 0003.

**BASE PERIOD (18 MONTHS)
(SCHEDULE 2)**

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL PRICE
0001	SCRAP RUBBER TRANSPORTATION & DISPOSAL for the following California Zones: DRMO Barstow, DRMO San Diego, Camp Pendleton, 29 Palms, China Lake, March, Edwards, Vandenberg, Port Hueneme, Nellis, NV, Yuma, AZ, and surrounding locations (See B.7 for locations)	3,200,000 lbs.		
0002	Solid Rubber Forklift Tires with Rims	100,000 lbs.		
0003	Ten (10) Day Expedited Removal for CLINs 0001 & 0002	1 each		

The Minimum quantity for the Base Period is 50,000 pounds.

The Maximum quantity for the Base Period is 6,400,000 pounds.

Base Period Subtotal: \$ _____

Maximums and Minimums does not apply to Expedited CLIN 0003.

**BASE PERIOD (18 MONTHS)
(SCHEDULE 3)**

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL PRICE
0001	SCRAP RUBBER TRANSPORTATION & DISPOSAL for the following California Zones: DRMO Barstow, DRMO March, DRMO Pt. Hueneme, DRMO San Diego, DRMO Stockton, DRMO Vandenberg, FRA China Lake, DRMO Edwards, FRA Pendleton, FRA Travis, FRA 29 Palms, DRMO Nellis, NV, FRA Yuma (MCAS), AZ, and surrounding locations (See B.7 for locations)	3,615,000 lbs.		
0002	Solid Rubber Forklift Tires with Rims	100,000 lbs.		
0003	Ten (10) Day Expedited Removal for CLINs 0001 & 0002	1 each		

The Minimum quantity for the Base Period is 100,000 pounds.

The Maximum quantity for the Base Period is 7,200,000 pounds.

Base Period Subtotal: \$ _____

Grand Total: \$ _____

Maximums and Minimums does not apply to Expedited CLIN 0003.

**SECTION B-SERVICES SUPPLIES
BID SCHEDULE**

**1ST OPTION PERIOD (12 MONTHS)
(SCHEDULE 1)**

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL PRICE
0001	SCRAP RUBBER TRANSPORTATION & DISPOSAL for the following California Zones: DRMO Stockton, FRA Travis, Sierra and surrounding locations (See B.7 for locations)	415,000 lbs.		
0002	Solid Rubber Forklift Tires with Rims	100,000 lbs.		
0003	Ten (10) Day Expedited Removal for CLINs 0001 & 0002	1 each		

The Minimum quantity for the 1st Option Period is 50,000 pounds.

The maximum quantity for the 1st Option Period is 830,000 pounds.

1st Option Period Subtotal: \$ _____

Minimums and Maximums does not apply to Expedited CLIN 0003.

**1ST OPTION PERIOD (12 MONTHS)
(SCHEDULE 2)**

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL PRICE
0001	SCRAP RUBBER TRANSPORTATION & DISPOSAL for the following California Zones: DRMO Barstow, DRMO San Diego, Camp Pendleton, 29 Palms, China Lake, March, Edwards, Vandenberg, Port Hueneme, Nellis, NV, Yuma, AZ, and surrounding locations (See B.7 for locations)	3,200,000 lbs.		
0002	Solid Rubber Forklift Tires with Rims	100,000 lbs.		
0003	Ten (10) Day Expedited Removal for CLINs 0001 & 0002	1 each		

The Minimum quantity for the 1st Option Period is 50,000 pounds.

The maximum quantity for the 1st Option Period is 6,400,000 pounds.

1st Option Period Subtotal: \$ _____

Minimum and Maximums does not apply to Expedited CLIN 0003.

**1ST OPTION PERIOD (12 MONTHS)
(SCHEDULE 3)**

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL PRICE
0001	SCRAP RUBBER TRANSPORTATION & DISPOSAL for the following California Zones: DRMO Barstow, DRMO March, DRMO Pt. Hueneme, DRMO San Diego, DRMO Stockton, DRMO Vandenberg, FRA China Lake, DRMO Edwards, FRA Pendleton, FRA Travis, FRA 29 Palms, DRMO Nellis, NV, FRA Yuma (MCAS), AZ, and surrounding locations (See B.7 for locations)	3,615,000 lbs.		
0002	Solid Rubber Forklift Tires with Rims	100,000 lbs.		
0003	Ten (10) Day Expedited Removal for CLINs 0001 & 0002	1 each		

The Minimum quantity for the 1st Option Period is 50,000 pounds.

The Maximum quantity for the 1st Option Period is 7,200,000 pounds.

1st Option Period Subtotal: \$ _____

Grand Total: \$ _____

Minimum and Maximum does not apply to Expedited CLIN 0003.

**SECTION B-SERVICES SUPPLIES
BID SCHEDULE**

**2ND OPTION PERIOD (12 MONTHS)
(SCHEDULE 1)**

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL PRICE
0001	SCRAP RUBBER TRANSPORTATION & DISPOSAL for the following California Zones: DRMO Stockton, FRA Travis, and surrounding locations (See B.7 for locations)	415,000 lbs.		
0002	Solid Rubber Forklift Tires with Rims	100,000 lbs.		
0003	Ten (10) Day Expedited Removal for CLINs 0001 & 0002	1 each		

The Minimum quantity for the 2nd Option Period is 50,000 pounds.

The maximum quantity for the 2nd Option Period is 830,000 pounds.

2nd Option Period Subtotal: \$ _____

Minimums and Maximums does not apply to Expedited CLIN 0003.

**2ND OPTION PERIOD (12 MONTHS)
(SCHEDULE 2)**

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL PRICE
0001	SCRAP RUBBER TRANSPORTATION & DISPOSAL for the following California Zones: DRMO Barstow, DRMO San Diego, Camp Pendleton, 29 Palms, China Lake, March, Edwards, Vandenberg, Port Hueneme, Nellis, NV, Yuma, AZ, and surrounding locations (See B.7 for locations)	3,200,000 lbs.		
0002	Solid Rubber Forklift Tires with Rims	100,000 lbs.		
0003	Ten (10) Day Expedited Removal for CLINs 0001 & 0002	1 each		

The Minimum quantity for the 2nd Option Period is 50,000 pounds.

The Maximum quantity for the 2nd Option Period is 6,400,000 pounds.

2nd Option Period Subtotal: \$ _____

Minimum and Maximums does not apply to Expedited CLIN 0003.

**2ND OPTION PERIOD (12 MONTHS)
(SCHEDULE 3)**

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL PRICE
0001	SCRAP RUBBER TRANSPORTATION & DISPOSAL for the following California Zones: DRMO Barstow, DRMO March, DRMO Pt. Hueneme, DRMO San Diego, DRMO Stockton, DRMO Vandenberg, FRA China Lake, DRMO Edwards, FRA Pendleton, FRA Travis, FRA 29 Palms, DRMO Nellis, NV, FRA Yuma (MCAS), AZ, and surrounding locations (See B.7 for locations)	3,615,000 lbs.		
0002	Solid Rubber Forklift Tires with Rims	100,000 lbs.		
0003	Ten (10) Day Expedited Removal for CLINs 0001 & 0002	1 each		

The Minimum quantity for the 2nd Option Period is 50,000 pounds.

The Maximum quantity for the 2nd Option Period is 7,200,000 pounds.

2nd Option Period Subtotal: \$ _____

Grand Total: \$ _____

Minimum and Maximum does not apply to Expedited CLIN 0003.

**SECTION B-SERVICES SUPPLIES
BID SCHEDULE**

**3RD OPTION PERIOD (12 MONTHS)
(SCHEDULE 1)**

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL PRICE
0001	SCRAP RUBBER TRANSPORTATION & DISPOSAL for the following California Zones: DRMO Stockton, FRA Travis, and surrounding locations (See B.7 for locations)	415,000 lbs.		
0002	Solid Rubber Forklift Tires with Rims	100,000 lbs.		
0003	Ten (10) Day Expedited Removal for CLINs 0001 & 0002	1 each		

The Minimum quantity for the 3rd Option Period is 50,000 pounds.

The Maximum quantity for the 3rd Option Period is 830,000 pounds.

3rd Option Period Subtotal: \$ _____

Minimum and Maximum does not apply to Expedited CLIN 0003.

**3RD OPTION PERIOD (12 MONTHS)
(SCHEDULE 2)**

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL PRICE
0001	SCRAP RUBBER TRANSPORTATION & DISPOSAL for the following California Zones: DRMO Barstow, DRMO San Diego, Camp Pendleton, 29 Palms, China Lake, March, Edwards, Vandenberg, Port Hueneme, Nellis, NV, Yuma, AZ, and surrounding locations (See B.7 for locations)	3,200,000 lbs.		
0002	Solid Rubber Forklift Tires with Rims	100,000 lbs.		
0003	Ten (10) Day Expedited Removal for CLINs 0001 & 0002	1 each		

The Minimum quantity for the 3rd Option Period is 50,000 pounds.

The maximum quantity for the 3rd Option Period is 6,400,000 pounds.

3rd Option Period Subtotal: \$ _____

Minimum and Maximum does not apply to Expedited CLIN 0003.

**3RD OPTION PERIOD (12 MONTHS)
(SCHEDULE 3)**

CLIN	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL PRICE
0001	SCRAP RUBBER TRANSPORTATION & DISPOSAL for the following California Zones: DRMO Barstow, DRMO March, DRMO Pt. Hueneme, DRMO San Diego, DRMO Stockton, DRMO Vandenberg, FRA China Lake, DRMO Edwards, FRA Pendleton, FRA Travis, FRA 29 Palms, DRMO Nellis, NV, FRA Yuma (MCAS), AZ, and surrounding locations (See B.7 for locations)	3,615,000 lbs.		
0002	Solid Rubber Forklift Tires with Rims	100,000 lbs.		
0003	Ten (10) Day Expedited Removal for CLINs 0001 & 0002	1 each		

The Minimum quantity for the 3rd Option Period is 50,000 pounds.

The Maximum quantity for the 3rd Option Period is 7,200,000 pounds.

3rd Option Period Subtotal: \$ _____

Grand Total: \$ _____

Minimum and Maximum does not apply to Expedited CLIN 0003.

STATEMENT OF WORK (SOW) – TIRE DISPOSAL

B.1 Introduction: The Defense Reutilization & Marketing Service (DRMS) has scrap rubber (such as, water and air hoses, fuel and water bladders, run flaps from vehicles and skirts from the hovercrafts and small boats) and used vehicular tires. Various scrap rubber consisting of DEMIL “A”, “B”, and “Q” codes types are: **ground vehicular tires, solid and pneumatic tires from fixed and rotary wing aircrafts (some with rims from light and heavy trucks and tactical vehicles), passenger vehicles, heavy equipment, industrial equipment, agricultural, or aircraft tires, bias ply or steel belted used tires, etc.**, which require pickup, removal and final disposal. The removal locations are set forth in clause B.7. Following are definitions of the above DEMIL Codes below:

- a. Code “A” – Non-Munitions List Items/Non-CCLI – Demilitarization not required.
- b. Code “B” – Munitions List Items (MLI)(Non_SME) – Demilitarization not required. Trade Security Controls (TSCs) required as disposition.
- c. Code “Q” – CCLI – commerce Control List Item – Demilitarization not required. CCLIs are dual use (military, commercial and other strategic uses) items under the jurisdiction of the Bureau of Export Administration, U.S. Department of Commerce, through the Export Administration Regulations. The types of items under the CCL are commodities (i.e., equipment, materials, electronics, etc.) software and technology. The CCL does not include those items exclusively controlled by another department or agency of the U.S. Government. (See DoD 4160.21-M-1, Chapter III and Appendix 5).

B.2 SCOPE OF WORK & STATEMENT OF TASKS

The contractor shall provide all properly trained labor, equipment, tools, personal protective equipment, material, licenses, fees, permits, certifications, supervision, transportation, manifests, and all other items and services necessary to perform the recycling/disposal of used tires and scrap rubber made available by the Government. The contractor agrees to provide all services and items necessary for the final disposal of all property listed in the schedule in accordance with all local, state and Federal laws and regulations, and the terms and conditions of this contract.

It is reasonable to expect some tires and scrap rubber were scheduled for disposal under this contract to have been previously coded as demilitarization (DEMIL) codes “A”, “B”, or “Q.”

The contractor must perform all operations in a prudent, conscientious, safe and professional manner. At a minimum, contractor's personnel and equipment shall comply with applicable Federal, state, local and installation laws, safety regulations and procedures, and the contractor will ensure that its agents, employees, and subcontractors perform in a safe manner. The contractor shall ensure all personnel involved in handling, transporting and disposal of used tires and scrap rubber are trained for the level of expertise required for the proper performance of the task and, in particular, in the areas of use of material handling equipment, proper lifting techniques, general first aid procedures, and spills. Material handling and personnel protective equipment shall be provided by the contractor and must be appropriate to ensure safe handling of the scrap tires/rubber. When operating within an EPA or state permitted DoD Hazardous Waste (HW) storage facility, the contractor is required to use forklifts with specifications that meet the applicable permit requirements. When operating at a non-permitted DoD HW storage facility, the contractors are required to use only DY, EE, or EX rated forklifts to traverse through or within (50) feet of flammable property as defined by OSHA. The contractor agrees his personnel and equipment are subject to safety inspections by Government personnel while on Federal property.

B.3 Acronyms:

CO	Contracting Officer
COR	Contracting Officer Representative
CLIN	Contract Line Item Number
DEMIL	Demilitarization
DRMS	Defense Reutilization & Marketing Service

B.4 Definitions: Contracting Officer (CO) – The CO at the procuring activity is the individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

Contracting Officer Representative (COR) – The contracting officer representative is the individual designated in writing by the CO to act as his/her authorized representative within the scope and limitations as defined by the CO.

Gross Weight – The overall total weight of material

Final Treatment/Disposal/Recycling

a. For this contract, final treatment/disposal means processing at a facility that is appropriately licensed/permitted/registered by local and/or state agencies to accept for recycling or dispose of the scrap rubber.

b. Recycling, if required by the Government, is defined in specific clauses located within section B of this contract. However, the contractor may elect to beneficially use, re-use, recycle or reclaim the scrap rubber on this contract. Recycling activities are only authorized at facilities that are appropriately licensed/permitted by local/state agencies to conduct them. The following also applies to all waste removed under this contract that is beneficially used, re-used, recycled or reclaimed:

(1) The contractor is also required to use applicable state registered transporters for transporting tires under this contract. The Contracting Officer must approve transporters that's not required to be registered by a State prior to contractor use (see Clause B.21/B.22).

(2) An audit trail must be provided to the facility that will beneficially use, re-use, recycle, reclaim or dispose of the scrap rubber, or any component thereof.

(3) Applicable Certificates of Recycling provided by the recycling facility shall be provided to the Defense Reutilization and Marketing Office (DRMO) coordinating this disposal.

(4) The contractor shall not resell intact DEMIL coded "B" received under this contract. For DEMIL "B" tires, the contractor shall mutilate or shred the tires and sell only the residue material or dispose of the DEMIL "B" tires in a landfill. Land filling must be performed in accordance with all local, state, and federal laws and regulations.

c. Recycling/disposal facilities include any facility that may receive any scrap rubber removed under this contract, or a component thereof, at any stage where tire components remain a state regulated waste, as defined in applicable state regulations. Disposal of residue from any process of these activities is also restricted to those facilities listed in paragraph a. above.

d. It is the contractor's responsibility to ensure that waste is recycled or disposed of in accordance with the timeframes specified in Clause B.17.

B.5 DOCUMENTATION SUBMITTAL

The contractor shall submit the following documentation for acceptance of services to the designated point of contacts (POCs) listed in B.7 of the California Zones, DRMO Yuma, AZ and DRMO Nellis, NV.

All manifests or bills of lading. Original and one copy.

All certifications of final treatment/disposal and/or certificates of recycling, and/or certificates of destruction signed by a responsible disposal facility official. Original and one copy.

The information required by clause FAR 52.212-4(g).

Upon receipt of the documentation discussed above, the services will be inspected, including review of the documentation submitted. The Government inspection period shall not exceed twenty (20) calendar days. The COR will sign the invoice accepting the services and send the invoice to Defense Logistics

Information Services (DLIS-RW), 74 N. Washington Avenue, Battle Creek, MI 49017-3092, or send facsimile to (269)961-4237 who will in turn forward the invoice to the payment office (See clause C.13).

If the COR decides not to accept the services, in whole or in part, because of deficiencies in the service or documentation provided by the contractor, then the COR will issue the contractor written notification of the deficiency within fifteen (15) calendar days after the completion of the inspection period specifying therein all deficiencies present in the documents forwarded.

Upon subsequent correction of the noted deficiencies and acceptance of services, the COR will sign the invoice accepting the services and send it to the payment office (See clause C.13).

B.6 INSPECTION OF PROPERTY: Property is available for inspection. Property will be available for inspection or removal between the hours of 8:30 a.m. and 3:00 p.m., Monday through Thursday, excluding Federal holidays. Scheduling of an appointment to inspect property with the POC is required. Scheduling of an appointment for removal will be coordinated with the appointed COR.

B.7 PROPERTY LOCATIONS

The contractor is required to make pickups in, on and around the grounds of the following Defense Reutilization and Marketing Offices (DRMOs), Receipt-in-Place Locations (RIPLs) and generating sites:

CALIFORNIA ZONE

DRMO STOCKTON, CA

POINT OF CONTACT: Jim Wishart

Telephone: (209) 982-2084

SITES & Point of Contacts (POCs)

DRMO Stockton - NCC
Jim Wishart
(COMM)(209) 982-2078
(FAX)(209) 982-2096

DRMO Stockton
700 E. Roth Rd.
BLDG S-3
French Camp, CA 95231-0001

AMSA 85G
Bldg 1084
Oakland Army Base
Oakland, CA 94626

Naval Sea Systems Command
Bldg 508A
Embarcadero
Stockton, CA 95203

Oakland Army Base
Oakland, CA 94626

Onizuka Air Station
1080 Lockheed Martin
Sunnyvale, CA 94084

Moffett Federal Airfield
Mountain View, CA 94043

Camp Parks
Pleasanton, CA 94366

CSO Treasure Island
San Francisco, CA

CSO Hunter's Point
San Francisco, CA

The following pick-up points are located at DLIFLC and Presidio of Monterey Annex:

Central Accumulation
Lloyd Way
Monterey, CA

AAFES Gas Station
North-South Road Gingling
Monterey, CA

Autocrafts, MWR
Butler St.
Monterey, CA

U.S. Army DLI &
Presidio of Monterey
Central Accumulation
Presidio of Monterey, CA

NCTA SD Det. Stockton

Naval Support Activity

305 Fyffe Ave.
Stockton, CA

Monterey Bay
Monterey, CA

LaMesa Village Housing
1301 Leahy
Monterey, CA

FRA TRAVIS AFB
POINT OF CONTACT: Jim Wishart
Telephone: (707) 424-4443/4444

FRA Travis – NCCX
Jim Wishart
(COMM)(707)424-4444/4443
(FAX)(707)424-4447

FRA Travis AFB
291 Hickman, BLDG 724
Travis AFB, CA 94535-7100

DRMO SIERRA, CA
POINT OF CONTACT: Jim Wishart
Telephone: (916) 827-5368

SITEs & Point of Contacts (POCs)

DRMO Sierra
Jim Wishart
Sierra Army Depot
Herlong, CA

Reno Air National Guard
Reno International Airport
Reno, NV

Nevada Army Guard
Carson City, NV

Fallon Naval Air Station
Fallon, NV

Marine Corps Mountain
Warfare Training Center
Bridgeport, CA

DRMO BARSTOW
POINT OF CONTACT: Morsalah Alderson
Telephone: (760) 577-6568

SITEs & Point of Contacts (POCs)

DRMO Barstow - NCA
Morsalah Alderson
(COMM)(760)577-6568
(FAX)(760) 577-6526

DRMO Barstow
BLDG 226, Boll Avenue
Marines Corps Logistics Base
Barstow, CA 92311-5050

Marine Corps Logistics Base
Barstow, CA

RIPL (FRA) China Lake – NCAX
Samuel J. Brown
(COMM)(760) 939-2502
(FAX)(760)939-0162

(FRA) China Lake
Code DRMO, BLDG 1073
NAWS China Lake, CA 93556

DRMO Edwards (RIPL)
Ted Trujillo-NC
446 North Rosamond Blvd
(FAX)(661) 277-0551

FRA Edwards
Bldg 4907
Edwards AFB, CA 93524-8500

RIPL DRMO Edwards - NCAY
Ted M. Trujillo

(COMM)(661) 277-2209
(FAX)(661) 277-7039

DRMO SAN DIEGO, CA
POINT OF CONTACT: John Lopez
Telephone: (619) 437-9461

SITEs & Point of Contacts (POCs)

DRMO San Diego – NCB
John Lopez
(COMM)(619) 437-9461
(FAX)(619) 437-9435

DRMO San Diego
BLDG 193 Naval Outlying Field (OLF)
San Diego, CA 92155

DRMO San Diego
Imperial Beach, CA

Fleet Industrial Supply Center
Broadway Complex
San Diego, CA

Naval Air Station
North Island
San Diego, CA

NISEWEST Taylor Street Facility
San Diego, CA

Naval Station
San Diego, CA

NISEWEST AF Plant 19
San Diego, CA

Point Loma Naval Complex
San Diego, CA

Space & Naval Warfare Systems Center
San Diego, CA

Marine Corps Air Station Miramar
San Diego, CA

Naval Amphibious Base
San Diego, CA

Navy Outlying Landing Field
Imperial Beach, CA

Radio Transmitting Facility
Imperial Beach, CA

Anti-Submarine Warfare
Training Facility
San Diego, CA

Radio Receiving Facility
Imperial Beach, CA

Navy Medical Regional Center
San Diego, CA

Naval Command, Control
And Ocean Surveillance Center
San Diego, CA

DRMO Recycling Scrapyard
James Avery
Bldg. 3368
National City, CA
(COMM)(909) 655-7116

DRMO March - NCBA
Dave Cody
(COMM)(909) 655-7136
(FAX)(909) 655-7131

DRMO March
14575 Arnold Blvd, BLDG 7047
March ARB, CA 92518

DRMO VANDENBERG, CA
POINT OF CONTACT: Donald C. Rehkopf
Telephone: (805) 606-9851

SITEs & Point of Contacts (POCs)

DRMO Vandenberg– NCCA
 Donald C. Rehkopf
 (COMM)(805) 606-9851
 (FAX)(805) 606-3882

DRMO Vandenberg
 1205 Utah Street
 BLDG. 11510
 Vandenberg AFB, CA 93437-5202

FRA PENDLETON, CA
POINT OF CONTACT: Margarita Garcia
Telephone: (760) 725-3605

SITEs & Point of Contacts (POCs)

FRA Pendleton – NCBX
 Margarita Garcia
 (COMM)(760) 725-3605
 (FAX)(760) 725-3309

DRMO Pendleton
 BLDG 2241
 Oceanside, CA 92051-1608

RIPL/FRA 29 PALMS
POINT OF CONTACT: Nedford H. Carter
Telephone: (760) 830-5409

SITEs & Point of Contacts (POCs)

RIPL 29 Palms – NCAZ
 Nedford H. Carter
 (COMM)(760)830-5409
 (FAX)(760) 830-5409

FRA 29 Palms
 Marine Corps Air/Ground Combat Center
 Bldg. 2085
 Rifle Range Road
 Twenty-Nine Palms, CA 92278

Det. 4, 645 MATS
 Palmdale, CA

Department of the Army
 National Training Center and Fort Irwin
 Fort Irwin, CA 92310-5000

DRMO YUMA, AZ
POINT OF CONTACT: David Darflinger
Telephone: (928) 269-2177

SITEs & Point of Contacts (POCs)

FRA Yuma - NCBY
 David A. Darflinger
 (COMM)(928) 269-2177
 (FAX)(928) 269-2020

DRMO Yuma
 Bldg 324, Marine Corps Air Station
 Yuma, AZ 85369-9135

Marine Corps Air Station
 San Diego, CA

U.S. Army Proving Ground
 Yuma, AZ

Operational Maintenance Shop
 OMS #11
 El Centro, CA

DRMO NELLIS, NV
POINT OF CONTACT: Barbara A. Harris
Telephone: (702) 652-5895

SITES & Point of Contacts (POCs)

DRMO Nellis – NCA
 Barbara A. Harris
 (COMM)(702) 652-5895
 (FAX)(702) 652-2986

DRMO Nellis
 BLDG C, 5502 Blytheville Dr
 Nellis AFB, NV 89191

DRMO Port Hueneme - NCBC
 John J. Hall, Jr.
 (COMM)(805) 982-3396
 (FAX)(805) 982-4312

DRMO Port Hueneme
 779 Stethum Road, BLDG 513
 Port Hueneme, CA 93043

Naval Air Station
 El Centro, CA

Cannon Air Defense Complex
 Yuma, AZ

Hunter Liggett
 ATTN: Frank Baker
 Bldg. 252
 Fort Hunter Liggett, CA 93928

B.8 NOTIFICATIONS/PICKUPS: Except as may otherwise be specified herein, the contractor shall notify the Contracting Officer Representative (COR) for each location, at least one (1) work day before attempting a site visit, identification, preparation or pickup. The contractor shall schedule removal within two (2) work days after receiving notification that the scrap is ready for pickup. The contractor or contractor's transporter will coordinate or arrange scrap rubber pickup with the COR for each pickup site. The contractor will also provide information and documentation to his transportation agent, authorizing the transporter to pickup the material. The transporter shall provide this information to the pickup point at the time of material pickup and prior to release of the material by the pickup point to the transporter.

B.9 SHIPPING DOCUMENTATION

a. A State tire disposal manifest/shipping paper must be used wherever required for transporting scrap rubber. If a specific tire manifest/shipping paper is not required, the contractor must comply with the applicable federal, state or local shipping paper requirements.

b. For the purposes of this contract, when a manifest is not required, unless otherwise specified by federal, state or local shipping paper requirements, the contractor is required to ensure that scrap rubber offered for transportation are properly described on a bill of lading.

c. The contractor shall obtain and prepare all manifests, bills of lading or other shipping papers for acceptance of waste into a state approved facility. The contractor shall provide the COR with a copy of the completed form(s), for review by the appropriate Government official at least five (5) business days prior to removal. Prior to removal from a site identified as a pickup point in this contract, completed copies of all manifests or other authorized shipping papers shall be furnished to the Defense Reutilization and Marketing Office (DRMO) coordinating the waste disposal. Each pickup manifest/shipping paper (i.e., with a Government activity identified as a generator) shall be clearly and distinctly marked with the name of the servicing DRMO in addition to the generators and the contract and task order number, as applicable. If blocks are not provided, this information shall be placed in the upper, right-hand corner of each document.

d. A copy of all manifests/shipping papers, signed by the designated state approved facility, shall be furnished to the Defense Reutilization and Marketing Office whose address appears on the manifest/shipping paper within the timeframes prescribed by applicable state regulations. If the contractor is unable to deliver the property to the designated or alternate facility on the manifest, the cognizant COR will be contacted for disposition instructions.

B.10 SPILL RESPONSIBILITY: The contractor is solely responsible for any and all spills or leaks during the performance of this contract, which occurs as a result of, or is contributed to by the actions of its

agents, employees, of subcontractors. The contractor agrees to clean up such spills or leaks to the satisfaction of the Government in a manner that complies with applicable Federal, state, and local laws and regulations. The clean up shall be at no cost to the Government. The contractor shall report all such spills or leaks, regardless of their quantity, to the COR and CO immediately upon discovery. A written follow-up report shall be submitted to the COR and CO not later than twenty-four (24) hours after the initial telephonic report. The written report shall be in narrative form and as a minimum include the following:

- (1) Description of item spilled (including identity, quantity, etc.).
- (2) Whether amount spilled is EPA/state reportable, and if so, whether it was reported.
- (3) Exact time and location of spill including a description of the area involved.
- (4) Containment procedures initiated.
- (5) Summary of any communications contractor has with press or Government officials other than the contracting officer.
- (6) Description of clean-up procedures employed or to be employed at the site including disposal location of spill residue.

B.11 LOADING

The Contractor is responsible for loading at all times. The Contractor shall provide all labor, equipment, tools and supplies to load the contractor-furnished conveyance. At all sites listed in Clause B.7, unless otherwise provided in the contract, loading will not be performed on Saturdays, Sundays, Federal holidays, or any day that the installation where the scrap rubber waste is located is closed. The Contractor is responsible for properly blocking, bracing, lashing, banding or otherwise providing services and supplies required to secure the cargo on the conveyance furnished by the contractor.

B.12 DEPARTMENT OF TRANSPORTATION REQUIREMENTS

The contractor shall comply with, and ensure that all applicable subcontractors comply with, all requirements of the U.S. Department of Transportation (DOT) Regulations, applicable state and local regulations and requirements, applicable to transportation of the scrap rubber under this contract.

B.13 PERMITS

The contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and/or permits, and for complying with any applicable federal, state, and local laws, codes, and regulations in connection with the performance of the statement of work. This includes acquiring any required permits or registration necessary to operate on any of the installations listed in this contract or for transporting scrap rubber.

B.14 WEIGHING OF PROPERTY: The empty conveyance will be weighed prior to and after loading. The difference between the weight of the empty conveyance and the loaded conveyance will be the agreed upon weight for payment purposes. An authorized Government representative will witness all weighing. The weight, agreed upon by both the contractor and the Government representative at the time of removal, will be the basis for payment to the contractor. Unsubstantiated charges for subsequent increases in weight, after removal of the rubber scrap from Government custody, will be the sole responsibility of the contractor.

The method used to weigh the conveyance will be whichever is most accurate and agreed upon by the contractor and the COR.

- Actual weight using Government scales (preferred method).
- Actual weight using commercial scales, if Government scales are not available.

For either actual weight method, the conveyance will be weighed both before and after loading. For removals where Government scales are not available or operable, the use of commercial scales is authorized. The contractor will arrange for and incur all expenses weighing property at the nearest certified public scale.

B.15 ESTIMATED QUANTITIES: The quantities for CLINs 0001, 0002, and 0003 are estimated net weights. The contractor will be paid based upon actual weight picked up and processed or recycled or disposed of under each Task Order. The contractor shall not pick up more waste than what has been requested in a Task Order without prior approval of the CO.

B.16 REMOVAL: As specified in the task order, normal removal timeframe from a Government facility is 30 calendar days after a task order issuance, not unless expedited CLIN 0003 is ordered. If CLIN 0003 is ordered, the expedited removal timeframe is within ten (10) working days.

B.17 DISPOSAL/RECYCLING: Disposal or recycling of all items identified in each Task Order shall be completed within one hundred eighty (180) calendar days after issuance of the task order.

B.18 PERIOD OF PERFORMANCE: For the base period, task orders may be written for a period of 18-months from the date of award, or until the maximum number of pounds has been reached, whichever is later. The option period, if exercised, allows the Government to continue issuance of task orders for a maximum of an additional 12 months or until the maximum is reached, whichever is later.

B.19 ISSUANCE OF TASK ORDERS: In accordance with the clause FAR 52.216-18, Ordering, the Contracting Officer may issue task orders against this contract by facsimile or by electronic commerce methods.

B.20 MAXIMUM AND MINIMUM QUANTITIES: This contract will be a Firm-Fixed Price, Indefinite Delivery, Indefinite Quantity (IDIQ), Task Order, non-personal services contract with minimum and maximum for each period of performance listed. A single contract award will be made. The contract minimum is to be paid only in the event the Government fails to order services equal to the amount established for each performance period. If services are ordered in an amount less than the minimum for a period, the contractor will be paid the difference between the contract minimum and the amount ordered. See the bid schedule for the minimums and maximums in each period of performance.

B.21 USE OF FACILITIES AND TRANSPORTERS DRMS 52.244-9R01 (JUL 2001)

(a) The Contractor shall only use transporters and treatment, storage, recycling or disposal facilities approved by the state agencies authorized to regulate management and disposal of waste tires/scrap rubber. The contractor shall provide the following information for waste tire/ scrap rubber recycling or disposal facilities including, but not limited to: complete facility address; telephone number; written declaration that the facility is listed in the applicable state waste tire/scrap rubber recycling/disposal database, EPA identification number where applicable, and regulatory points of contact. DRMS reserves the right to determine the acceptability of the facility.

(b) Where states do not regulate waste tires/scrap rubber, the contractor may designate facilities that treat, store, recycle or dispose of this commodity that are listed on the DRMS Qualified Facilities List website (www.drms.dla.mil/newenv.html/hw_disposal.html).

(c) Facilities proposed for use other than those identified in paragraph B.21 (a) & (b), require the contractor to submit documentation to demonstrate that the facility is operating in compliance with applicable federal, state or local environmental regulations. This shall consist of a copy of the most recent inspection, by the authority having jurisdiction, attesting to the facility's acceptable compliance with applicable laws and regulations and, where applicable, a copy of the page from the facility's operating permit documenting that the permit is current, and documentation that the facility is authorized to recycle or dispose scrap tires/rubber.

(d) It is the offeror's responsibility to ensure that it can perform all work required by the RFP with the firms they submit for approval, and to propose additional firms under Clause B.22 to perform the work required if the contractor does not use facilities or transporters in B.21 (a) or (b). However this does not imply consent by the Government to any subcontracts let by the contractor in the performance of the contract resulting from this solicitation.

(e) At any time during the period of this contract, the Government may disapprove a facility if any of the following apply:

- (1) The facility is currently closed.

(2) The facility is identified as a significant non-complier (exhibiting RCRA Class I, or Clean Water Act violations for groundwater monitoring, inadequate or lack of closure, post-closure, or financial responsibility when required), and has not entered into a compliance schedule or similar action.

(3) The facility has been cited via an administrative order or judicial action, and the TSDf has not entered into a compliance schedule or similar action within 180 days from the time the order or judicial action was issued.

(4) The facility has exhibited a history of noncompliance (including, but not limited to RCRA class I and II violations, OSHA violations, state and local violations, and DoT violations) or exhibited a lack of good faith in correcting the violations. A "good faith" effort would be exhibited through promptly signing a consent agreement with the regulatory authorities, and performing in compliance with the agreement for at least six months. Repeated violations may be considered as a lack of "good faith."

(5) The facility has been identified as having groundwater contamination or is not acceptable under the state's groundwater anti-degradation policy.

(6) The facility is not permitted to and/or is not capable of handling the property proposed.

(7) The facility received a negative recommendation as a result of a DRMS inspection visit during the preceding twelve (12) months without substantive evidence of corrected deficiencies.

(8) The facility stores/treats the scrap rubber, then ships it to a facility excluded under any of the B.22(b) requirements.

(9) Where required, the facility's financial assurance is not sufficient to protect the Government's long-term interests.

(10) Facilities that are unable to track property from entry to exit.

(11) The facility manages property in a manner that causes the generator of the manifest to file exception reports in accordance with State requirements.

(12) DRMS is unable to validate/update the required data elements noted in B.22 (a) & (b).

(f) At any time during the period of this contract, the Government may disapprove a Transporter if any of the following apply:

(1) The transporter does not have the appropriate Federal/state/local permits to transport property under this contract.

(2) The transporter does not currently have at least a "satisfactory" rating from Department of Transportation (DoT) Office of Motor Carriers (OMC) or the California Highway Patrol if this contract is for California. Should conflicting ratings be assigned, the most recent inspection will take precedence. Transporters used outside the 50 U.S. States are not required to provide an OMC satisfactory rating. All other requirements cited above are applicable.

(3) The transporter has exhibited a history of noncompliance (including RCRA, DoT, OSHA and state and local regulations governing inter/intrastate hauling and motor carrier/marine safety).

(4) The transporter has been cited via administrative order or judicial action and has not entered into a compliance schedule or similar action within 180 days from the time the order or judicial action was issued.

(5) DRMS is unable to validate/update the required data elements noted in B.22. (d).

(g) Transporters or facilities may be deleted at any time from the facilities or transporters lists. DRMS will inform contractors that currently hold DRMS contracts, via letter or fax when facilities or transporters are deleted. In the event that they are used, facilities or transporters appearing on a qualified list on the day a Task Order is issued remain in effect for the duration that the Task Order is open.

B.22 ADDITIONAL FACILITIES AND TRANSPORTERS DRMS (APR 1997)

(a) During the solicitation process or life of the contract the contractor may request to add facilities or transporters to their Technical Proposal. Facilities or transporters submitted at solicitation closing under this clause will be reviewed and the offeror will be informed if the firm is: acceptable or unacceptable. If the facility or transporter is unacceptable, the offeror will be given an opportunity to submit additional firms for approval prior to the time of request for final revised proposals. Offerors will be informed the reason why a firm is considered unacceptable. Offerors are cautioned that DRMS must have sufficient time to adequately review submittals under B.21. Request for additions shall be submitted at solicitation closing date; requests for additions submitted after closing date may not provide sufficient time for Government evaluation. The offeror is solely responsible for the submittal of documentation in a timely manner.

The proposed facilities or transporters will not be approved if any of the reasons in B.22 (e) or (f) apply. The request by the contractor to have a facility or transporter approved does not relieve the contractor of his contractual obligation to perform in accordance with the terms and conditions of the contract.

(b) The Treatment, Storage or Disposal Facility (TSDF) EPA identification number where applicable. A DRMS created BOSS number will be assigned for the approved non-RCRA facility for administrative purposes.

(c) Each facility proposed by the offeror must be, as a minimum, State approved, and be in good standing with the regulatory community. The facility must also be subject to regular compliance inspections. A regular compliance inspection is defined as, at a frequency specified by the state or local regulatory authority having jurisdiction for the subject category of facility.

(d) The contractor shall provide the following information for proposed transporters:

- (1) Name and address of transporter and EPA identification number
- (2) Evidence that they are an approved transporter for the State(s) where they will transport scrap tires/rubber under this contract.
- (3) For each water shipment, provide appropriate Certificates of Documentation, Financial Responsibility and Inspection.
- (4) For each railroad company proposed, provide the 2-4 characters unique alpha code used in the industry for identification purposes.

B.23 CALL ORDERS DRMS (APRIL 2003)

a. The Contracting Officer (CO) or the Contracting Officer Representative (COR) may issue funded task orders for extended periods of time that the Government may place orders orally or in writing. The Order Limitations clause FAR 52.216-19 applies to each call order. Only the CO and COR may authorize work under these orders. At the beginning of the contract, and as needed, the contractor will designate whom the call orders shall be issued to. The contractor may bill against the funded task order as work is required throughout the contract period. Under these types of task orders, the contractor will perform work when specifically requested by the CO or COR.

b. When oral call orders are placed against the funded task order, an estimated quantity of tires to be removed will be established between the parties making the call order. The contractor shall not exceed the call order quantity without prior notification to and approval of the COR or CO. In no case, may the total pounds be exceeded under the funded task order without prior notification to and approval of the CO. After performance of the call order, the contractor shall submit the actual quantity picked up under the call order to the COR and the CO. The amount of funds available under the funded task order will decrease by the amount spent on the call order.

SECTION C CLAUSES/PROVISIONS

C.0 CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Also, the full text of a clause may be accessed electronically at one of the following addresses: <http://www.dla.mil/j-3/j-336/icps.htm>, <http://www.arnet.gov/far/> or for DRMS local clauses <http://www.drms.dla.mil/drmsp/clauses/drmscls.pdf>.

C.1 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (INCLUDED BY REFERENCE) FAR 52.212-4 (Feb 2002)

C.2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS FAR 52.212-5 (April 2003)

The following clauses under paragraph (b) apply:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (5) 52.219-8, Utilization of Small Business Concerns (Oct 2000)
- (7) 52.219-14, Limitation on Subcontracting {15 U.S.C. 637(a)(14)}
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era and other Eligible Veterans (38 U.S.C. 4212).
- (24) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration

The following clauses under paragraph (c) applies:

- (1) 52.222-41, Service Contract Act of 1965, as Amended (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (29 U.S.C.206 and 41 U.S.C.351, et seq.).

C.3 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS, DOD FAR SUPPLEMENT, 252.212-7001 (APR 2003)

The following clauses under paragraph (a) applies:

☒ 52.203-3, Gratuities (APR 1984)(10 U.S.C. 2207).

The following clauses under paragraph (b) applies:

☒ 252.227-7015, Technical Data – Commercial Items (Nov 1995)(10 U.S.C. 2320)
☒ 252.232-7003, Electronic Submission of Payment Requests (Mar 2003)(10 U.S.C. 2410)
☒ 252.243-7002, Request for Equitable Adjustment (Mar 1998)(10 U.S.C. 2410)
☒ 252.204-7004, Required Central Contractor Registration (Nov 2001)

C.4 CONTRACTING OFFICER'S REPRESENTATIVE, DoD FAR SUPPLEMENT 252.201-7000 (Dec 1991)

C.5 ORDERING, FAR 52.216-18 (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the 18-month base period and any 12-month option periods exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

C.6 ORDER LIMITATIONS, FAR 52.216-19 (OCT 1995)

This obligates the contractor to pick up any order that is issued within these ranges. For any orders issued above or below these ranges, the contractor will be under no obligation to pick them up:

(a) Minimum order: 25,000 lbs.

(b) Maximum order:

(1) 500,000 lbs.

(2) 525,000 lbs.

(3) within (10) working days

(d) within (5) working days

C.7 SINGLE OR MULTIPLE AWARDS, FAR 52.216-27

C.8 NOTICE OF TOTAL SMALL BUSINESS SET ASIDE FAR 52.219-6 (JUL 1996)

C.9 CLAUSES INCORPORATED BY REFERENCE FAR 52.252-1 (FEB 1998)

C.10 SERVICE CONTRACT ACT – PLACE OF PERFORMANCE UNKNOWN FAR 52.222-49 (May 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following:

Wage Determination Number 1994-2027, Rev. 18, dated 07/16/2002; Wage Determination Number 1994-2043, Rev. 20, dated 05/29/2002; Wage Determination Number 1994-2053, Rev. 21, dated 08/13/2002; Wage Determination Number 1994-2055, Rev. 19, dated 07/30/2002; Wage Determination Number 1994-2057, Rev. 29, dated 09/05/2002; Wage Determination Number 1994-2063, Rev. 18, dated 07/15/2002; Wage Determination Number 1994-2069, Rev. 20, dated 06/07/2002, Wage and Determination 1994-2071, Rev. 18, 08/13/2002, and Wage Determination 1994-2331, Rev. 20, 05/29/2002. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing or by time of award.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

C.11 INSURANCE - WORK ON A GOVERNMENT INSTALLATION FAR 52.228-5 (JAN 1997)

C.12 CERTIFICATE OF INSURANCE DRMS 52.228-9R01 (DEC 1995)

In accordance with the clause entitled, INSURANCE - WORK ON A GOVERNMENT INSTALLATION, FAR 52.228-5, a certificate of insurance shall be provided to the contracting officer at the address listed in Block #9 of the Standard Form 1449, SOLICITATION/CONTRACT/ ORDER FOR COMMERCIAL ITEMS within ten days from the date of award. The minimum required insurance is as follows:

TYPE	MINIMUM DOLLAR AMOUNT
1. General Liability Insurance Bodily Injury	\$500,000 per occurrence
2. Automobile Liability Insurance	\$20,000 per occurrence
Property Damage	\$200,000 per person
Bodily Injury	\$500,000 per occurrence

Worker's Compensation and Employer's Liability: Contractor shall comply with applicable Federal and State statutes.

C.13 INVOICING AND PAYMENT – SERVICES, DRMS (NOV 2002)

(a) The contractor shall be paid upon submission of a proper invoice for services performed and accepted. Invoice must be certified by the COTR and forwarded to Defense Logistics Information Service, ATTN: DLIS-RW, Federal Center, 74 North Washington Ave.; Battle Creek, MI 49017, or facsimile to (269) 961-4237. After receipt processing, DLIS-RW will in turn facsimile the contractor's invoice to DFAS-Columbus for subsequent payment.

(b) All payments will be made in accordance with the clause entitled PROMPT PAYMENT, FAR 52.232-25 (FEB 2002).

C.14 INDEFINITE QUANTITY, FAR 52.216-22 (OCT 1995)

Fill in is: 180 days after expiration of the base period and any options exercised thereafter.

C.15 OPTION TO EXTEND SERVICES, FAR 52.217-8 (NOV 1999)

Fill in is: 30 days prior to the end of the current period of performance.

C.16 EXTENSION OF SERVICES WITHOUT INCREASED PRICING

If Clause C.16, Extension of Services, is exercised by modification _____ (Contractor's Name) agrees to extend the same prices as those listed in the Bid Schedule and in effect as of the date of issuance of the modification exercising the extension.

C.17 ALTERNATE PROTEST PROCEDURES, DRMS 52.233-9R01 (JAN 1997)

Fill in is: DRMS-POB

C.18 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION, DRMS 52.233-9R02 (APR 2000)

If you wish to opt out of this clause check here [].

C.19 OPTION TO EXTEND THE TERM OF THE CONTRACT, FAR 52.217-9 (MAR 2000)

(a) Fill in is: 30 days prior to the end of the current period of performance.

(c) Fill in is: 60 months.

C.20 INDEMNIFICATION DRMS 52.211-9R13 (MAY 1998)

Upon receipt or removal of items from the various government installations the contractor assumes full accountability and physical custody of such items. The Government assumes no liability for damage to the property of the contractor, to the property of any person, or public property of for the personnel injuries, illness disabilities or death to the contractor, contractor's employees and any other person subject to the contractor control or any other person including members of the general public; caused in whole or in part by the contractor's breach of any term or provision of this contract; or (b) any negligent or will full act or omission of the contractor, its employees or subcontractors in the performance of this contract. The contractor also agrees to hold the Government harmless and indemnify the Government for any and all costs, including those that arise from violations of RCRA, CERCLA or any similar state enforcement programs under which the Government incurs environmental clean-up or response costs, judgments, action, debt, liability costs and attorney's fees or any other request for monies or any other type of relief arising from or incident to the processing, transporting and disposal of any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

C.21 TITLE PASSAGE

Title to property processed hereunder shall vest in the contractor as and when removal of property is effected.

C.22 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE FAR 52.214-34 (APR 1991).

C.23 SUBMISSION OF OFFERS IN U.S. CURRENCY FAR 52.214-35 (APR 1991)

C.24 ANTICIPATED REGULATORY CHANGES DRMS 52.211-9R02 (JAN 2000)

C.25 MUNITIONS LIST AND COMMERCE CONTROL LIST ITEMS (MLI/ CCLI).

The use, disposition, export and re-export of this property is subject to all applicable United States Laws and Regulations. This includes the Export Administration Control Act of 1979 (50 USC . 2401, et seq.), the Arms Export Control Act (22 USC 2751, et. seq.), the International Traffic in Arms Regulation (22 CFR 121) and the Export Administration Regulations (15 CFR 368 et. seq.), which among other things prohibit:

- a. The making of false statements and concealment of any material information regarding the use or disposition, export or re-export of the property.
- b. Any use or disposition, export or re-export of the property not authorized in accordance with the provisions of this contract.

Any false information provided and/or concealment of any material information regarding the use, disposition or export of this property may constitute a violation of:

- a. The provisions of 18 USC 1001, which provides a maximum penalty of five years imprisonment and/or a maximum fine of \$10,000.
- b. The provisions of 22 USC 2778, which provides a maximum penalty of ten years imprisonment and/or a maximum fine of \$1,000,000.
- c. The provisions of 50 USC App. 2410, which provides a maximum penalty of ten years imprisonment and/or a maximum penalty of ten years imprisonment and/or a maximum fine of five times the value of the property exported or \$1,000,000, whichever is greater, and which also provides for administrative sanctions, including civil penalties of up to \$10,000 and the revocation of authority to export goods from the United States.

C.26 DENIED AREAS

The contractor understands and agrees that the ultimate destination of any property disposed of under this service contract will not be to Afghanistan Albania, Bulgaria, Burma, Cambodia, Peoples

Republic of China, Cuba, Estonia, Ethiopia, Haiti, Iran, Iraq, Laos, Latvia, Lithuania, Madagascar, Mongolia, Mozambique, North Korea, Peru, Romania, Somalia, Sudan, Syria, Vietnam, all the former states of Yugoslavia, (Croatia, Slovenia, Bosnia-Herzegovina, Montenegro, Serbia and other Republics), and all of the former states of the Soviet Union or any other destinations that be specifically prohibited in the contract.

SECTION D DOCUMENTS, EXHIBITS, ATTACHMENTS

D.1. LIST OF DOCUMENTS AND OTHER ATTACHMENTS DRMS 52.204-R01 (Jan 2000)

- a. This solicitation package consists of:

Section A, SF 1449

Section B, Continuation sheet(s) for SF 1449

Section C, Contract Clauses

Section D, List of Attachments and other documents

Section E, Provisions and Addendum

- b. List of Attachments/Wage Determinations/Exhibits:

Wage Determination Number 1994-2027, Rev. 18, dated 07/16/2002,	(Attachment I)
Wage Determination Number 1994-2043, Rev. 20, dated 05/29/2002	“ ”
Wage Determination Number 1994-2053, Rev. 21, dated 08/13/2002	“ ”
Wage Determination Number 1994-2055, Rev. 19, dated 07/30/2002	“ ”
Wage Determination Number 1994-2057, Rev. 29, dated 09/05/2002	“ ”
Wage Determination Number 1994-2063, Rev. 18, dated 07/15/2002	“ ”
Wage Determination Number 1994-2069, Rev. 20, dated 06/07/2002	“ ”
Wage Determination Number 1994-2071, Rev. 18, dated 08/13/2002	“ ”
Wage Determination Number 1994-2331, Rev. 20, dated 05/29/2002	“ ”

- c. **Microsoft EXCEL ® Spreadsheet** citing active and inactive National Stock Numbers (NSNs) in Federal Supply Classes 2610, 2620 and 2630 coded either DEMIL “A”, “B”, or “Q.” (Attachment II)

- d. **DLA Form 1822, “End Use Certificate” Dec 2001 (EF)** - Instructions for completion for DLA Form 1822 (10 pages) are included with this solicitation. (Attachment III)

- e. **Supply Condition Codes – DoD 4160.21-M, Chap. 3** – (Attachment IV)

- f. **Disposal Conditions Codes – DoD 4160.21-M, Chap. 3** – (Attachment V)

SECTION E PROVISIONS

E.1 INSTRUCTION TO OFFERORS – COMMERCIAL ITEMS FAR 52.212-1 (OCT 2000)

E.2 EVALUATION

(a) The Government will make award to the technically acceptable, responsible offeror(s) whose offer conforms to the solicitation, and demonstrates the best value to the Government in terms of past performance, price, and any other factors listed.

(b) Offerors may submit a proposal for and award will be made for:

- (1) Schedule 1 (CLINs 0001-0002); or
- (2) Schedule 2 (CLIN 0001); or
- (3) Schedule 3 (The Entire Schedules 1, 2, and 3)

Awards will be based on whatever is most advantageous to the Government.

(c) Past performance and price are of equal importance in the evaluation

Each offeror shall submit a technical proposal concurrently with its initial offer. The technical proposal shall consist of an original, fully executed DLA Form 1822 "End Use Certificate" {see Section "D" Attachment 10 } with original handwritten ink signature. Entries on the DLA Form 1822 shall be either typewritten or clearly printed. Failure to submit a complete and legible DLA Form 1822 at the time of initial offer submission is at the offerors own risk and peril.

The offerors technical proposal shall be evaluated and rated as either "pass" or "fail." Technical evaluation shall be limited to verification of all entries contained on the offerors DLA Form 1822 submission. In order for the offer to be evaluated as technically acceptable and receive a "pass," the offeror must: (1) complete a DLA Form 1822, (2) submit the DLA Form 1822 with its initial offer, and (3) receive a clearance from the DoD Demilitarization and Trade Security Controls Program Office. A technical proposal that is not cleared by the DoD Demilitarization and Trade Security Controls Program Office is an unacceptable proposal and shall receive an evaluated rating of "fail" and shall no longer be considered for contract award.

Offerors shall be advised in writing of the acceptability or unacceptability of their technical proposal.

The following is added as paragraph (d)

(d) Evaluation of Past Performance:

(1) The Government will evaluate the quality of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the probability of success and performance risk of the offeror. Thus, an offeror with an exceptional record of past performance and experience will have a lower performance risk than an offeror with a less than exceptional record of performance.

(2) In investigating an offeror's past performance, the Government may consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other government agencies, including state and local agencies, consumer protection organizations and better business bureaus; former subcontractors; and others who may have useful information. Failure by the offeror to provide evidence of relevant performance on contracts of a similar nature in terms of performance timeframes, complexities of services provided will be considered by the Government to have no relevant past performance. For hazardous waste disposal solicitations offerors having no relevant past performance in terms of waste quantities, variety of pickup locations and waste streams (chemical name/EPA code/hazardous class) in addition to the above items will also be considered by the Government as having no relevant past performance. The Government will evaluate past performance and experience in accordance with submission requirements of E.6. Actual

performance of applicable subcontracting plans, Socioeconomic proposals or Mentoring Business Agreements will be considered by DRMS in the offeror's past performance evaluation for this Request for Proposal (RFP).

(3) Evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services. This is a matter of judgment. Offerors will be given an opportunity to address especially unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration. Offerors lacking relevant past performance will not receive negative or positive consideration in the evaluation of this element as the performance risks are unknown and therefore cannot be assessed.

(4) Past performance will be rated on an adjectival scale. The Government's conclusions about the overall quality of the offeror's past performance and experience will be a factor in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered the most advantageous to the Government.

(5) By past performance, the Government means how well the offeror conformed to specifications and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and the offeror's business-like concern for the interests of the customer. DRMS will also consider the offeror's performance on the same or similar contracts in terms of complexities of the services provided, and the offeror's performance on Subcontracting Plans, Socioeconomic Proposals, and Mentoring Business Agreements that have been incorporated into contracts, as well as disposal of hazardous waste.

(6) By experience, a sub-factor of past performance, the Government means whether a contractor's firm, principal subcontractor or key personnel has performed similar work before.

The following is added as paragraph (e):

(e) Evaluation of Price: The offer price will be evaluated in conjunction with the other evaluation factors listed to determine which proposal represents the best value to the Government and that which prices are considered reasonable. Price will not be numerically scored, but will be fully evaluated using price analysis techniques. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the options

E.3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS FAR 52.212-3 (JULY 2002) <http://www.drms.dla.mil/special/fillins/52212-3-101.doc>. Offerors shall complete and submit all certifications required by this provision.

E.4 SUBMISSION OF ACKNOWLEDGMENT OF RFQ AMENDMENTS AND OR FINAL PROPOSAL REVISIONS (RFPs) BY FACSIMILE DRMS 52.215-R09 (Jan 2000)

- (a) Offerors may acknowledge the receipt of solicitation amendments by facsimile. Acknowledge of solicitation amendments must contain the required signatures.
- (b) Offerors may submit RFPs by facsimile. RFPs must arrive at the place and time specified in the RFP, and must contain the required signatures.
- (c) Offerors are required to promptly submit the original of any signed document.
- (d) The Government will not be responsible for any failure attributable to the transmission of facsimile documents. The Government will notify the offeror of any illegible facsimile copies received. The DRMS-POB facsimile receiving data is as follows:

- (1) Datafax number: (269) 961-4474
- (2) Equipment Make and Model: Pitney Bowes 9820

(e) Submission of an initial quote by facsimile is acceptable.

AWARD WILL BE MADE ONLY TO FIRMS THAT ARE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION (CCR). TO REGISTER IN THE CCR GO INTO <http://www.ccr.gov> or by calling 1-888-227-2423.

E.6 PAST PERFORMANCE PROPOSAL DRMS 52.215-9R24 (Nov 2002)

(a) The offeror is required to provide any current relevant information regarding the level of performance, in terms of delivery and quality achieved under either Government or commercial awards for the same or similar services for performance under contracts within the last two years. The information provided should support a qualitative review of the offeror; and/or; the offeror's principal subcontractor; and/or key employees, record of performance in the areas of conforming to specifications, adherence to contract schedules, history of reasonable and cooperative behavior, commitment to customer satisfaction, and business-like concern for the interest of your customer. Additionally, if performance deficiencies were identified, what were they and what corrective action was taken.

(1) Offerors shall submit past performance data for either the firm; and/or principal subcontractor(s); and/or key employees of the firm. For each reference provided, a valid name and telephone number, contract number, contract type, dollar value, contract award and completion dates, point of contact and e-mail address is required.

(i) If the offeror elects to provide principal subcontractor past performance, the offeror shall provide the principal subcontractors consent allowing the Government to disclose negative past performance information to the offeror.

(2) Narrative information regarding conformance to specifications, adherence to schedules and performance deficiencies may be submitted on plain bond paper. The information shall be in sufficient detail to explain how each reference relates to same or similar requirements of the instant solicitation in areas such as waste quantities, variety of pickup locations, performance timeframes, and complexities of services to determine relevancy of the work).

(b) Experience:

(1) Offeror shall submit qualifications of either the principal subcontractor and/or key employees of the firm. Current (within the last 2 years) relevant experience of the firm must include the following information – name, address, telephone number, and point of contact, type of contract, for which same or similar services were rendered, inclusive dates of service, dollar value of contract or purchase order, quantity, and type of services rendered, performance timeframes and complexities of services.

(2) If the offeror elects to submit qualifications of key employees within the firm, then submit the following documentation for each key employee:

(i) Places and dates of prior employment; title and positions held; and a clear, concise description of duties related to the services required by this solicitation.

(ii) College degrees earned from accredited institutions, names and locations of the institutions attended, major subject studied and inclusive dates of attendance.

(iii) Indicate which key employee(s) possesses a degree and/or hands on experience to include dates of experience that directly relate to the services required by this solicitation.